

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Rolls-Royce plc

Application No./Patent No.: 10/507,002

Filed/Issue Date: September 8, 2004

Titled:

METHOD, TOOL AND SYSTEM FOR INCREASING THE EFFICIENCY OF A DESIGN PROCESS

Rolls-Royce plc, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Mark T. Stephenson, Reg. No. 60,530/

August 16, 2010

Signature

Date

Mark T. Stephenson

Attorney for Assignee

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

THIS AGREEMENT dated 5th August 2009 is made

BETWEEN:

- (1) **BAE SYSTEMS PLC** a company incorporated in England and Wales (registration number 1470151) whose registered office is at 6 Carlton Gardens, London SW1Y 5AD ("BAE");
- (2) **BAE SYSTEMS (OPERATIONS) LIMITED** a company incorporated in England and Wales (registration number 1996687) whose registered office is at Warwick House, PO Box 87, Farnborough, Hampshire GU14 6YU ("BAE OPS"); and
- (3) **ROLLS-ROYCE PLC** a company incorporated in England (company number 1003142) whose registered office is at 66 Buckingham Gate, London SW1E 6AT ("R-R").

RECITALS

- (8) BAE and BAE OPS are willing to assign the entirety of their Intellectual Property Rights in and to the DRED Foreground Information to R-R subject to the terms and conditions of this Agreement

IT IS HEREBY AGREED AS FOLLOWS:

'DRED IPR'	means together the DRED Patents and all other Intellectual Property Rights in the DRED Foreground Information
'DRED Patents'	means all patents and applications listed in Schedule 1 hereto
'Intellectual Property Rights' or 'IPR'	means patents (including, without limitation, petty patents) and applications therefor and re-issues and divisions; industrial or utility models (including, without limitation, United States design patents and United Kingdom registered designs) and applications therefor, copyrights; unregistered design rights (in the United Kingdom and other countries), trade marks, service marks (whether registered or not); and sui generis rights in databases, semiconductor topographies and mask works, and all similar rights existing anywhere in the world together with all rights to apply for and own any of the foregoing, regardless of whether these come into existence before, on, or after the date

	of this Agreement

2 Assignment

2.1 In consideration,

in accordance with this Agreement, BAE as

legal and beneficial owner and with full title guarantee hereby assigns and transfers to R-R absolutely all BAE's right, title and interest in and to the DRED IPR.

- 2.2** The assignment effected by this clause 2 shall include all rights of action, powers and benefits arising from ownership of the DRED IPR, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Agreement.

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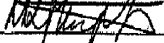
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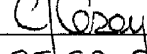
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AGREED by the Parties through their authorised signatories:


For and on behalf of BAE Systems PLC:

Signed: 
Print name: LEL HUMPHREY
Position: COUNSEL, IP
Date: 29th July 2009

For and on behalf of BAE Systems (Operations)
Limited:

Signed: 
Print name: CJ CASEY
Position: Commercial Executive
Date: 1st July 2009

For and on behalf of Rolls-Royce PLC:

Signed: 
Print name: RICHARD NORTH
Position: HEAD OF LICENSING
Date: 5th AUGUST 2009

SCHEDULE 1

DRED PATENTS

- 1) UK Patent Application GB0314641.2 filed June 24th 2003
- 2) PCT Application PCT/GB2004/002690 filed June 23rd 2004 claiming priority from GB0314641.2 and published under WO2005/001721
- 3) European Patent Application EP0474304.1 filed June 23rd 2004 based on PCT/GB2004/002690, claiming priority from GB0314641.2 and published under EP1639510
- 4) US Patent Application US10/507002 1 filed June 23rd 2004 based on PCT/GB2004/002690 and claiming priority from GB0314641.2